

**CONTRACT FOR THE CONSTRUCTION MANAGEMENT AND SUPERVISION
(CMS) FOR THE CONSTRUCTION OF ROADS AND PERIMETER FENCE AT
MORONG DISCOVERY PARK**

This AGREEMENT, made and entered into this 31 JAN 2025 day of JAN 2024 between the **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 7227, as amended, with office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose as evidenced by the BCDA Manual of Approval dated 22 November 2017, a copy of which is hereto attached as **Annex "A"**

and

E&R BUILDERS AND MANAGEMENT SERVICES, INC. (the Consultant) with principal place of business at Regus Marco Polo Centre, 19/F Marco Polo Ortigas Manila, Sapphire Road, Ortigas Center, Pasig City, represented by its President & CEO, Mr. **EDGARDO C. RODRIGUEZ**, who is duly authorized for this purpose as evidenced by Secretary's Certificate, dated 15 November 2024, a copy of which is hereto attached as **Annex "B"**;

WHEREAS, the Entity is desirous that the Consultant execute **Consulting Services for the Construction Management and Supervision (CMS) for the Construction of Roads and Perimeter Fence at Morong Discovery Park** (hereinafter called "the Works") and the Entity has accepted the bid for amount of **Pesos: Thirty-Two Million Nine Hundred Thousand and 00/100 (PhP 32,900,000.00)** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications



on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity. The Consultant agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution of submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. Anti-Bribery. The Contractor has not made and will not make any offer, promise to pay, or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.
6. Assignment. Contractor shall not assign this Contract or sub-contract any portion of it, without BCDA's prior written consent. Prior to the assignment or subcontracting and the approval by BCDA thereof, Contractor must disclose to BCDA the name of its assignee/s or subcontractor who/which should have a written agreement/s with Contractor indicating: (i) that the assignee/s or subcontractor/s is aware and shall abide with all the terms and conditions of this Contract, as may be applicable, (ii) that the terms of the assignment/subcontract shall not exceed the term of this Contract, and (iii) the detailed terms of the assignment/subcontract.
7. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
- a. Contractor shall pay taxes in full and on time.
 - b. Contractor is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made therein.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**E&R BUILDERS AND
MANAGEMENT SERVICES,
INC.**

By:

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO



Engineering & Social Support Department
[Barcode]
DE2025-0049

By:

[Redacted Signature]

EDGARDO C. RODRIGUEZ
President and CEO

Signed in the presence of:

[Redacted Signature]

GISELA Z. KALALO
Executive Vice President

[Redacted Signature]

Maria Reycelle M. Rodriguez
MARIA REYCELLE M. RODRIGUEZ

[Redacted Signature]

[Redacted Signature]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.

BEFORE ME, a Notary Public, for and in Taguig City, personally appeared the following:

Name	Government Issued ID	Date/Place Issued
JOSHUA M. BINGCANG		
EDGARDO C. RODRIGUEZ		

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signatures confirm their own free acts and the entities they represent.

SIGNED AND SEALED on 31 JAN 2025 in Taguig City, Philippines.

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ATTY. VENER C. MALABANAN III
Notary Public
Until December 31, 2026
Appointment No. 00 (2024-2025) Marikina City
PTR No. 10089412/01-03-2025/Marikina City
IBP No. 499969/01-06-2025/Manila II
Roll of Attorney's No. 45118
MCLE Compliance No. 0002252
Issued on 04/20/2023 valid until 04/14/2028
No. 6 Mariano Arcade, Guntung Street
Midtown Subd., San Roque, Marikina City
Mobile No. 0917-826-1220